BOOK 4975 PAGE 906

Installment Deed

This instrument was prepared by
GRISSIM AND SHORT, Attorneys
[illegible] Square Building

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Edward Quinn Warner (NAME:)	Same (NAME:)	171-B
4806 Wales Court (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	48-
Nash Tenn 37211 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	1/172 80

FOR AND IN CONSIDERATION of the sum of Twenty Thousand and no/100 --------

($20,000.00) ---------- *Dollars,*

of which Four Thousand and no/100 ($4,000.00) ----------

---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Sixteen Thousand and no/100

($16,000.00) ---------- *Dollars,*

Edward Quinn Warner and wife, Betty Sue Warner, *have executed*

their Installment Deed Note of even date in the principal amount of $16,000.00, bearing interest at 8 1/2% per annum, payable to First American National Bank in 20 quarterly installments of $990.40 each, the first payment being due February 14, 1976 and a like payment each 90 days thereafter until the entire principal and interest are paid in full.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, First American National Bank, Trustee, and Joe C. Smithson and wife, Vivian R. Smithson,

have this day bargained and sold, and do hereby transfer and convey unto the said

Edward Quinn Warner and wife, Betty Sue Warner,

their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the Sixth Civil District of Davidson County, Tennessee, including Lot No. 45 on the plan of Forest Acres Estates, Section 2, as of record in Plan Book 4175, page 128, Register's Office for said County, all of which described according to a survey by James L. Murphy, Jr. and Co., dated September, 1975, as follows:

Beginning at a point in the northerly margin of Kinhawk Drive, said point being the southeasterly corner of Lot No. 44 on said Plan; thence with the common line between Lots Nos. 44 and 45 on said plan, North 18° 35' east 148.72 feet to a point; thence north 45° 46' west 717.25 feet to a point, being the northwesterly corner of Reserved Parcel A on the said plan of Forest Acres Estates, Section 2, and being in the easterly boundary of the Hailey & Hargett Property; thence with the boundary of the said Hailey & Hargett property, north 07° 41' east 289.13 feet to a point; thence north 06° 06' east 452 feet to a point; thence north 08° 21' east 75.03 feet to a point; thence south 84° 32' 25" east 215 feet to a point; thence south 16° 39' east 625 feet to a point; thence south 25° 07' east 198 feet to a point; thence south 41° 14' 40" east 398.97 feet to a point; thence south 51° 42' east 210 feet to a point, being the northwesterly corner of Lot No. 60 on the plan of Forest Acres Estates, Section 2, above cited; thence south 35° 04' West 61.04 feet

(continued)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 20,000.00

Subscribed and sworn to before me, this the 14th day of November 1975

Edward Quinn Warner
Affiant

My commission expires: 9/12/76
(Affix Seal)

Notary Public

PUBLIC
DAVIDSON COUNTY

(continued)

to a point; thence south 76° 30' west 252.39 feet to a point in the center of an unnamed street; thence northwestwardly with the center of said unnmaed street a curve to the left, having a radius of 425 feet, 112.25 feet to a point; thence south 61° 22' west 25 feet to a point in the westerly margin of said unnamed street; thence with said margin South 28° 38' east 12.50 feet to a point, the beginning of a curve to the right; thence with said margin and with the curve to the right having a radius of 400 feet southeastwardly 237.36 feet to a point, the beginning of a curve to the right; thence with said curve to the right, having a radius of 25 feet, 29.27 feet to a point on the northerly margin of Kinhawk Drive; thence with the margin of said drive and a curve to the right northwestwardly, having a radius of 948.29 feet, 218.50 feet to the point of beginning.

Being part of the property conveyed to Leonard Cash, Trustee, by deed from Mrs. Mary Ann Hawkins Rubich, et al, of record in Book 4368, page 224, Register's office for said County, the said Leonard Cash, Trustee, having since died testate with Will of record in Will Book 103, page 526, Register's Office for Davidson County, Tennessee.

Property sold as is with no guarantee or assurance of any kind that building permits can be obtained on said property, subject to all planning and zoning regulations. There is a difference in survey calls and old existing fence on westerly line of said tract, 14.15 acres. Title will show exceptions as to liabilities of true property line.

First American National Bank in Nashville, Trustee, joins in the execution of this deed as Trustee of the Estate of Leonard B. Cash, but no further or otherwise.

unimproved (X)
This is improved ( ) property, known as ..... (House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Edward Quinn Warner and wife, Betty Sue Warner, their *(successors), heirs and assigns forever.* We *covenant that* we *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.,* except as of record.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Edward Quinn Warner and wife, Betty Sue Warner, their *(successors), heirs and assigns, against the lawful claims of all persons.*

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Edward Quinn Warner and wife, Betty Sue Warner, *hereinafter referred to as trustors, hereby transfer and convey unto* J. M. Grissim, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of $....., or at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policy, or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

BOOK 4975 PAGE 908

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, shall become due and payable at once, without notice, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that, in the event the trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to trustors, their order, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 14 *day of* November, *19*75

FIRST AMERICAN NATIONAL BANK, TRUSTEE

by _____
Vice President and Trust Officer

Edward Quinn Warner

Betty Sue Warner

Joe C. Smithson
Joe C. Smithson

Vivian R. Smithson
Vivian R. Smithson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Sharon Goin, *a Notary Public in and for said County and State,* Joe C. Smithson and wife, Vivian R. Smithson,

*the within named bargainor*s, *with whom I am personally acquainted, and who acknowledged that* they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 14th *day of* November, *19*75

Sharon Goin
Notary Public

SHARON GOIN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 9/12/78

BOOK 4975 PAGE 909

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Sharon Gann, *a Notary Public in and for said County and State,* Edward Quinn Warner and wife, Betty Sue Warner, *the within named bargainors, with whom I am personally acquainted, and who acknowledged that* they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, TEnnessee *this* 14th *day of* November, *19* 75

Sharon Gann *Notary Public*

Commission expires 9/12/78

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Evelyn N. Smith, *a Notary Public of the State and County aforesaid, personally appeared* [illegible] *with whom I am personally acquainted, and who, upon oath, acknowledged* [illegible] *self to be* [illegible] *of the* First American National Bank *the within named bargainor, a corporation, and that* he as such [illegible] *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* [illegible] *self as* [illegible]

Witness my hand and seal, at office in Nashville, Tennessee *this* 26th *day of* November, *19* 75

Evelyn N. Smith *Notary Public*

Commission expires 7-30-79

INSTALLMENT DEED

FROM

FIRST AMERICAN NATIONAL BANK, TRUSTEE, et al

TO

EDWARD QUINN WARNER and wife, Betty Sue Warner

DEC-2 75	CONV	20,000.00		
DEC-2 75	MORT'G	16,000.00		
DEC-2 75	S'TAX		B* 52.00	
DEC-2 75	S'TAX		B* 14.00	
DEC-2 75	PR'FEE		B* .50	
DEC-2 75	W'DEED		B* 8.00	* 74.50

D 26586

IDENTIF. REFERENCE

DEC 2 11 30 AM '75

FEE $ REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238